

**Community Integrated Employment Coordinator
AGREEMENT**

This interagency Agreement is entered into for the initial period of September 1, 2019 to June 30, 2020 with one (2) option for renewal ending 06/30/2021 (**Attachment A**), by and between the Department of Workforce Development (DWD), on behalf of the Division of Vocational Rehabilitation (DVR), whose principal business address is 201 E. Washington Avenue, Room G 100, Madison, WI 53703, and Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison whose principal business address is 21 N. Park Street, Suite 6401, Madison, WI 53715-1218, hereinafter referred to as UW-Madison.

The Department of Workforce Development employee responsible for the administration of this contract will be Meredith Dressel, DVR Deputy Administrator, whose principal business address is 201 E. Washington Avenue, Room G 107, and Madison, WI 53703. In the event that the Contract Administrator is unable to administer this Agreement, DWD will contact UW-Madison and designate a new Contract Administrator.

WHEREAS, DWD wishes to purchase services from UW-Madison as it is authorized to do so by Wisconsin law; and

WHEREAS, UW-Madison is engaged in furnishing the desired services;

NOW, THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, DWD and UW-Madison agree as follows:

I. SERVICES TO BE PROVIDED

- A. UW-Madison will provide one (1) Community Integrated Employment (CIE) Coordinator, subject to consultation with DWD-DVR up to 20 hours per week.
 - a. DWD reserves the right to request a replacement of the individual UW-Madison selects at the CIE Coordinator (the "contractor") and agrees to work with UW-Madison to find a replacement contractor. Should no suitable contractor be provided DWD reserves the right to cancel the contract.
- B. Under the general supervision of the Deputy Administrator, CIE Coordinator serves as the DVR lead on 2017 Wis. Act 178 Community Integrated Employment Initiative Act and provides statewide coordination for the CIE Initiative in Wisconsin, with the goal of increasing the number of youth and adults with disabilities in paid, competitive, and integrated employment.
- C. Responsibilities include coordination, monitoring, training, communication, facilitation, and project management for the Community Integrate Employment Initiative in Wisconsin and serves as the liaison between DWD-DVR, the Department of Health Services (DHS) and the Department of Public Instruction (DPI) (collectively "the departments").

The CIE Coordinator will work with the CIE workgroup members and the CIE Leadership team to ensure 2017 Wis. Act 178 is implemented, including, but not limited to, the requirements that a CIE Plan is developed and updated at least biennially, the CIE reports of DWD, DHS and DPI are made annually, and that the CIE Plan and CIE Reports are published. CIE Leadership team includes leaders from DWD/DVR, DHS long term care (LTC) programs for adult and children (CLTS), DHS Mental health Services (MH) and Individual Placement and Supports (IPS), and DPI Special Education. The CIE Leadership group makes decisions to: 1) decide what's included

in CIE plan and report; and 2) make changes to the plan based on stakeholder input and reported impacts of the plan on CIE. 3) sets benchmarks for the plan.

CIE workgroups consists of those individuals at the state level charged with plan implementation as part of their day to day job. Workgroup members include individuals from DWD, DHS, DPI, and other stakeholders as appropriate.

- D. The CIE Coordinator will travel in-state on an as needed basis.
- E. No services are to be provided until an official State of Wisconsin Purchase Order is issued by DWD to UW-Madison.

II. GOALS AND ACTIVITIES

- A. Lead a collaboration for the CIE Initiative, 2017 Wis. Act 178, for DWD/DVR, with assistance from DHS and DPI that administer programs that provide services and supports to working age persons with disabilities to promote the competitive integrated employment of those persons while ensuring the self-determination and informed choice of the individual.
- B. Coordinate meetings and facilitate meeting with the CIE Leadership team and workgroups.
- C. Lead the collaboration, with the input of stakeholders including the Wisconsin Rehabilitation Council as established, to jointly develop a plan establishing specific performance improvement targets and describing specific methods used to coordinate efforts to ensure that programs, policies, and procedures support competitive integrated employment. The departments shall update the plan at least biennially.
- D. Annually report on the progress, outcomes and achievements made in increasing participation in competitive integrated employment in accordance with the biennial plan.
- E. Share information with other agencies and stakeholders on progress in supporting competitive integrated employment.
- F. Track data on a regular basis and report to agencies on their progress towards meeting annual benchmarks and goals. Provide recommendations for changes to improve progress towards benchmarks as needed.
- G. Analyze agency data to determine what services, supports, or other factors are impacting or impeding increases in competitive integrated employment for all working age individuals with disabilities receiving public services outside the home and for subgroup populations (e.g., disability type, age, race, ethnicity, gender, etc.). Coordinate data sharing agreements and any additional data collection needed for this purpose as needed.
- H. Implement, coordinate, manage, or participate in other projects as identified by CIE Leadership team or CIE workgroups with the purpose of increasing CIE for working age individuals with disabilities receiving public services outside their home in Wisconsin.

III. COST AND PAYMENT OF SERVICES

A. Payment for services provided in accordance with the terms and conditions of this Agreement shall not exceed the approved budget amount detailed in **Attachment C: UW-MADISON, Department of Rehabilitation Psychology and Special Education WI DVR-CIE Contract Budget**. UW-Madison will submit a quarterly invoice (July 1-September 30, 2019, October 1-December 31, 2019, and January 1-March 31, 2020) based on services provided during the quarter no later than thirty (30) days after the quarter's end and a final invoice based on services provided during the last quarter (April 1-June 30, 2020) no later than sixty (60) days after the expiration or early termination of this Agreement.

B. Invoice Instructions:

Address the invoice as follows:

DWD – DIV OF VOC REHAB
ATTN: DVR BUDGET ANALYST
PO BOX 7852
MADISON WI 53707-7852

but then either:

1. FAX the invoice to (608) 327-6012 (preferred); OR
2. E-mail the invoice to: Einvoice@dwd.wisconsin.gov.

There is no need to mail in a hard copy of the invoice, if the above steps are followed.

- C. Charges for grant related travel will be reimbursed according to University travel policies.
- D. DWD/DVR will provide all equipment (e.g., work area, computer, and general office consumables) necessary to the CIE Coordinator to perform the services required under this Agreement.
- E. Any expenses outside of the services identified and travel identified by the Project Director must be pre-approved prior to the purchase being made.

IV. DWD EQUIPMENT SECURITY

- A. All DWD equipment must be protected from theft, abuse and/or misuse.
- B. To the extent authorized under the laws of the State of Wisconsin, UW-Madison is accountable and responsible for all activities associated with the system access accounts and equipment assigned to it by DWD.
- C. To the extent authorized under the laws of the State of Wisconsin, UW-Madison is responsible for the security of all devices assigned to it by DWD regardless of whether the device is used in the office, at place of residence, or in any other location such as a hotel, conference room, car or

airport. If a DWD -assigned device is stolen, it must be reported immediately to the Project Director.

V. SECURITY AWARENESS REQUIREMENT

- A. The CIE Coordinator must complete the DWD Online Information Technology (IT) Security Awareness Training module prior to working.

This Online Training can be accessed at:

http://media.wisconsin.gov/elearning/ext/sec_awareness/2017/launcher.html

Training certificate will be retained by the provider for 3 years for audit purposes.

The DVR will notify the CIE Coordinator when future modules are available and completion requirements.

- B. If a new electronic security module is identified by DWD or DVR, the CIE Coordinator must complete online courses as directed and in the timeframe as directed.

VI. CRIMINAL BACKGROUND CHECK

- a. UW–Madison will comply with the Board of Regent policy that UW institutions conduct a criminal background check on the CIE Coordinator and, by selecting the CIE Coordinator, warrants the individual does not have a substantially related conviction record. Official University policy delineating criminal background check processes and use of the information can be found at: <https://kb.wisc.edu/ohr/policies/page.php?id=53234>

VII. CONFIDENTIALITY

- a. UW-Madison shall not release personal information or records regarding any consumer authorized for services by the DVR without the prior written consent of the consumer. In addition, the UW-Madison shall safeguard all consumer personal information and records to prevent the inadvertent or unintentional disclosures. The applicable statutory references for confidential information at the time of this Agreement are 34 CFR § 361.38 and Wis. Admin. Code ch. DWD 68.
- b. UW-Madison acknowledges that in addition to confidential consumer information as described in 34 CFR §361.38 and Wis. Admin. Code ch.DWD 68, confidential and proprietary information will be exchanged and that disclosure of any such information to any third party other than as necessary to carry out the terms of this contract will cause irreparable harm and damage, and therefore, the UW-Madison agrees to keep, protect, and not disclose any confidential or proprietary information to any third party without prior written consent of DWD. Disclosure of confidential and proprietary information will be permitted if ordered by a court of competent jurisdiction. Confidential and proprietary information shall be clearly marked as “confidential” at the time of disclosure, or if disclosed orally, visually and/or in another form and identified as confidential at the time of initial disclosure, thereafter reduced to writing marked as confidential within fifteen (15) days of initial disclosure. Such confidential and proprietary information will be regarding the stated Services only, as provided in this Agreement. UW-Madison retains the

right to refuse to accept confidential and proprietary information that is not considered to be essential to the completion of the Services herein.

- c. "Proprietary information" includes the software, systems, procedures, business plans, business strategies, internal organization, designs, flow charts, plans, specifications, manuals, client or customer lists, customer data, cost and price data, marketing information, any financial information and any other information received by either Party which would reasonably be considered as confidential or proprietary business information.
- d. "Confidential information" means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed by one party to another hereunder in connection with the duties carried out pursuant to the contract, in any form or medium (and without regard to whether the information is owned by a party or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iii) other information designated in good faith and marked as confidential in writing by a party.
- e. "Personally Identifiable Information" includes an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (1) the individual's Social Security number; (2) the individual's driver's license number or state identification number; (3) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (4) the individual's DNA profile; (5) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other unique physical characteristic protected by applicable state or federal law or (6) the individual's contact information such as phone number, address and/or dollar amount of benefits. Such information shall be limited to the information that DWD provides to UW-Madison or UW-Madison otherwise acquires from or on behalf of DWD for the purpose of UW-Madison's use of such information in the performance of its Services pursuant to the Contract.
- f. UW-Madison shall protect the confidential or proprietary information to the same extent or by the same means that it would protect its own confidential and proprietary information, and shall notify DWD in writing of any unauthorized disclosures, either intentional or unintentional, to any third parties, and shall do so immediately after discovering or determining such unauthorized disclosures. Similarly, the UW-Madison shall take reasonable precautions and efforts to ensure that no such protected information is disseminated by it or its employees and subcontractors. The obligations to protect confidential and proprietary information shall survive termination of the Contract for a period of one (1) year.
- g. Confidential and proprietary information does not include information which: (1) is available in the public domain or becomes generally available to the public without breach of this Agreement by the receiving party, (2) is independently known prior to receipt thereof or is discovered independently by an employee of the receiving party who had no access to the information supplied by the disclosing party under this Agreement, (3) is made available to the receiving party as a matter of lawful right by a third party, or (4) is required to be disclosed by applicable law, including under the Public Records Law.

- h. UW-Madison shall advise all UW-Madison's agents, employees, successors, assigns, and subcontracted entities of the restrictions. To the extent authorized under the laws of the State of Wisconsin, UW-Madison shall hold DWD harmless from costs, if any, for actions, which arise as a result of noncompliance by UW-Madison, agents, employees, and officers regarding the restrictions herein.

VIII. INSURANCE RESPONSIBILITY

- a. Each agency agrees that, as related to this interagency Agreement, any loss or expenses (including cost and attorney fees) by reason of liability imposed by law will be charged to the agency responsible for the officer, employee or agent whose activity or inactivity caused the loss of expense.
- b. The University of Wisconsin is self-insured and certifies it has sufficient funds to cover its liability, including but not limited to for bodily injury, property damage, automobile liability.

IX. REPORTING

- a. UW-Madison shall comply with any reporting and auditing requirements of DWD related to this Agreement, as requested by DWD throughout the term of this Agreement. Any required reports and auditing information shall be forwarded to DWD's Contract Administrator within 15 days of the request, unless a different timeline has been agreed to in writing by both parties.

X. STATE AND FEDERAL RULES AND REGULATIONS

- A. UW-Madison agrees to meet State and Federal service standards as expressed by State and Federal law applicable to the services covered by this Agreement.
- B. All costs will be billed in accordance with federal regulations and cost principles. UW-Madison will reimburse DWD for non-allowable charges billed to the grant.
- C. UW-Madison may subcontract part of this agreement only with the prior written approval of DWD. UW-Madison retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into sub contractual agreements.
- D. If this agreement results in a book or other material, DWD reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all material from the approved program for governmental purposes.
- E. Any discovery or invention in the course of work aided by this agreement, shall be promptly and fully reported to the DWD.

XI. RECORDS

- A. UW-Madison shall maintain such records as required by State and Federal law.
- B. UW-Madison will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of DWD and its authorized agents, and Federal agencies, in order to confirm UW-Madison's compliance with the specifications of this contract.

- C. UW-Madison agrees to retain and make available to DWD all program and related fiscal records for six (6) years or in accordance with the RDA after the end of the Agreement period, or until an audit initiated prior to the expiration date where records shall be retained until subsequent audit resolution processes involving the records have been completed.
- D. The use or disclosure by any party of any information concerning eligible individuals who receive services from UW-Madison for any purpose not connected with the administration of UW-Madison's or DWD's responsibilities under this contract is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

XII. INDEMNITY

- a. Each agency agrees that, as related to this interagency Agreement, any loss or expenses (including cost and attorney fees) by reason of liability imposed by law will be charged to the agency responsible for the officer, employee or agent whose activity or inactivity caused the loss or expense.

XIII. AFFIRMATIVE ACTION COMPLIANCE

- A. In connection with the performance of work under this Agreement, UW-Madison agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- B. Pursuant to 2019 Wisconsin Executive Order 1, UW-Madison agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

XIV. CIVIL RIGHTS COMPLIANCE

- A. Pursuant to Section 188 of the Workforce Innovation and Opportunity Act, UW-Madison shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), in its programs and activities funded by this Agreement.

- B. UW-Madison agrees that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.

- A. UW-Madison agrees to comply with civil rights monitoring reviews, including providing access to records and requested files related to membership, enrollment and services in the program or activity maintained by the UW-Madison and, to the extent within its authority, arranging for interviews with staff, clients and applicants for services, sub-contractors, and referral agencies. UW-Madison agrees to cooperate with DWD in developing, implementing, and monitoring corrective action plans that result from substantiated civil rights deficiencies.

XV. ASSIGNMENT

- a. Neither party may assign any rights or duties under this Agreement without the prior written consent of the other party.

XVI. CONTRACT REVISIONS AND/OR TERMINATION

- A. Failure to comply with any part of this agreement may be considered cause for revision, suspension or terminated of this contract.

- B. This Agreement or any part thereof may be renegotiated in such circumstances as: 1) increased or decreased volume of services; 2) changes required by State or Federal law or regulations, or court action; 3) monies, to include appropriations, available affecting the substance of this contract; 4) a change in the Program Manager.

- C. Revision of this agreement may be made by mutual agreement. The revision will be effective only when DWD and UW-Madison attach an addendum of amendment to this agreement which is signed by the authorized representative of both parties, except in circumstances of award amount, where such increase in funds is for the same purpose as originally agreed upon, the agreement may be amended by a unilateral amendment made by DWD.

- D. This contractual Agreement can be terminated by a 60-day written notice by either party to the other party. Upon termination, UW-Madison will be reimbursed for all allowable costs and non-cancelable commitments incurred in the performance of this Agreement but not yet paid for.

- E. UW-Madison shall notify DWD whenever it is unable to provide the required quality or quantity of services specified, including a change in the CIE Coordinator. Upon such notification, DWD shall determine whether such inability will require revision or cancellation of this Agreement.

XVII. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. This contract is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of DWD shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.

- B. DWD and UW-Madison understand and agree that no clause, term or condition of this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature on this Agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

Brenda Egan
UW-Madison Authorized Representative
Brenda Egan
Research and Sponsored Programs
University of Wisconsin-Madison

8/23/2019
Date

DocuSigned by:
JoAnna Richard
4DEB1E3C03284DE...
DWD Authorized Representative
JoAnna Richard
Deputy Secretary

10/7/2019
Date

DocuSigned by:
Delora Newton
3583CE600AC6443...
Division Administrator
Delora Newton
Division of Vocational Rehabilitation

10/3/2019
Date

Attachment A

The initial term of this Agreement will be from 07/01/2019 – 06/30/2020 with two options for renewal as follows:

Option #1: 07/01/20120-06/30/2020

Note: Renewal Option #1 may be extended based on mutual agreement of the parties involved.

Option #2: 07/01/2021-06/30/2021

Note: Renewal Option #2 may be extended based on mutual agreement of the parties involved

**UW-MADISON, Department of Rehabilitation Psychology and Special Education
WI DVR- Competitive Integrated Employment (CIE) Contract**

**Budget
9/01/2019 through 06/30/2021**

	<u>YEAR 1*</u>	<u>YEAR 2</u>	<u>TOTAL</u>
	<u>9/1/19-6/30/20</u>	<u>7/1/20-6/30/21</u>	<u>BUDGET</u>
A. PERSONNEL			
Ellie Hartman, 50% (CIE Statewide Coordinator)*	\$38,333	\$47,380	\$85,713
Financial Support Specialist (10%)	4600	4738	\$9,338
B. TOTAL SALARIES AND WAGES	\$38,333	\$47,380	\$85,713
C. TOTAL FRINGE BENEFITS	\$15,348.67	\$18,572.96	\$29,999.67
D. TRAVEL	\$5,000	\$5,000	\$10,000
E. Equipment	\$0	\$0	\$0
F. SUPPLIES	\$300	\$300	\$0
G. CONSULTANTS	\$0	\$0	\$0
H. CONSTRUCTION	\$0	\$0	\$0
I. TOTAL DIRECT COSTS	\$58,982	\$71,253	\$125,713
J. INDIRECT COST at 15%			
K. TOTAL DIRECT AND INDIRECT COSTS	\$58,982	\$71,253	\$125,713

* Contract for 10 months in Year 1